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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FRANCES ENYART, Individually,  
and as Successor in Interest to  
WILLIAM ENYART, GREGORY  
ENYART, as an individual, and  
AMANDA KELLEY as  
GUARDIAN ADS LITEM TO  
A.E.,

Plaintiffs,

v.

COUNTY OF SAN  
BERNARDINO, AARON  
CONLEY, DEPUTY C.  
UMPHLETT, ROD SKAGGS,  
DEPUTY SNOW, DEPUTY  
SILVA, and DOES 1-10, inclusive,

Defendants.

Case No.: 5:23-cv-00540-RGK-SHK

**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Kenly Kato Procedures.

1     **1. A. PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may  
5     be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6     enter the following Stipulated Protective Order. The parties acknowledge that this  
7     Order does not confer blanket protections on all disclosures or responses to  
8     discovery and that the protection it affords from public disclosure and use extends  
9     only to the limited information or items that are entitled to confidential treatment  
10    under the applicable legal principles.

11           **B. GOOD CAUSE STATEMENT**

12           This action is likely to involve confidential, proprietary or private  
13     information for which special protection from public disclosure and from use for  
14     any purpose other than prosecution of this action is warranted. Such confidential,  
15     proprietary and private materials and information consist of, among other things,  
16     confidential and private information related to peace officers and  
17     department policies including information otherwise generally unavailable to the  
18     public, or which may be privileged or otherwise protected from disclosure under  
19     state or federal statutes, court rules, case decisions, or common law. Accordingly,  
20     to expedite the flow of information, to facilitate the prompt resolution of disputes  
21     over confidentiality of discovery materials, to adequately protect information the  
22     parties are entitled to keep confidential, to ensure that the parties are permitted  
23     reasonable necessary uses of such material in preparation for and in the conduct of  
24     trial, to address their handling at the end of the litigation, and serve the ends of  
25     justice, a protective order for such information is justified in this matter. It is the  
26     intent of the parties that information will not be designated as confidential for  
27     tactical reasons and that nothing be so designated without a good faith belief that  
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1 it has been maintained in a confidential, non-public manner, and there is good  
2 cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING**  
4 **UNDER SEAL**

5 The parties further acknowledge, as set forth in Section 12.3, below, that  
6 this Stipulated Protective Order does not entitle them to file confidential  
7 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
8 be followed and the standards that will be applied when a party seeks permission  
9 from the court to file material under seal.

10 There is a strong presumption that the public has a right of access to  
11 judicial proceedings and records in civil cases. In connection with non-dispositive  
12 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
13 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v.*  
14 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v.*  
15 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
16 protective orders require good cause showing), and a specific showing of good  
17 cause or compelling reasons with proper evidentiary support and legal  
18 justification, must be made with respect to Protected Material that a party seeks to  
19 file under seal. The parties' mere designation of Disclosure or Discovery Material  
20 as CONFIDENTIAL does not—without the submission of competent evidence by  
21 declaration, establishing that the material sought to be filed under seal qualifies as  
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial,  
24 then compelling reasons, not only good cause, for the sealing must be shown, and  
25 the relief sought shall be narrowly tailored to serve the specific interest to be  
26 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
27 2010). For each item or type of information, document, or thing sought to be filed  
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1 or introduced under seal in connection with a dispositive motion or trial, the party  
2 seeking protection must articulate compelling reasons, supported by specific facts  
3 and legal justification, for the requested sealing order. Again, competent evidence  
4 supporting the application to file documents under seal must be provided by  
5 declaration.

6 Any document that is not confidential, privileged, or otherwise protectable  
7 in its entirety will not be filed under seal if the confidential portions can be  
8 redacted. If documents can be redacted, then a redacted version for public  
9 viewing, omitting only the confidential, privileged, or otherwise protectable  
10 portions of the document shall be filed. Any application that seeks to file  
11 documents under seal in their entirety should include an explanation of why  
12 redaction is not feasible.

## 13 **2. DEFINITIONS**

14 2.1 Action: This pending federal lawsuit in Case number 5:23-cv-00540-  
15 RGK-KK.

16 2.2 Challenging Party: A Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: A Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”  
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1           2.6 Disclosure or Discovery Material: All items or information,  
2 regardless of the medium or manner in which it is generated, stored, or maintained,  
3 that are produced or generated in disclosures or responses to discovery in this  
4 matter.

5           2.7. Expert: A person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its counsel to  
7 serve as an expert witness or as a consultant in this Action.

8           2.8 House Counsel: County Counsel including his or her staff.

9           2.9 Non-Party: Any natural person including employees and former  
10 employees, agency, partnership, corporation, association, or other legal entity not  
11 named as a Party to this action.

12           2.10 Outside Counsel of Record: Attorneys who are retained to represent  
13 or advise a party to this Action and have appeared in this Action on behalf of that  
14 party or are affiliated with a law firm which has appeared on behalf of that party  
15 and includes support staff.

16           2.11 Party: Any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record and  
18 House Counsel (and their support staff).

19           2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21           2.13 Professional Vendors: Persons or entities that provide litigation  
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
23 or demonstrations, and organizing, storing, or retrieving data in any form or  
24 medium) and their employees and subcontractors.

25           2.14 Protected Material: Any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."  
27  
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1           2.15 Receiving Party: A Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

### 3       **3. SCOPE**

4           The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 Extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.

9           Any use of Protected Material at trial shall be governed by the orders of  
10 the trial judge. This Order does not govern the use of Protected Material at trial.

### 11       **4. DURATION**

12           Once a case proceeds to trial, information that was designated as  
13 CONFIDENTIAL or maintained pursuant to this protective order used or  
14 introduced as an exhibit at trial becomes public and will be presumptively  
15 available to all members of the public, including the press, unless compelling  
16 reasons supported by specific factual findings to proceed otherwise are made to  
17 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
18 (distinguishing “good cause” showing for sealing documents produced in  
19 discovery from “compelling reasons” standard when merits-related documents are  
20 part of court record). Accordingly, the terms of this protective order do not extend  
21 beyond the commencement of the trial.

### 22       **5. DESIGNATING PROTECTED MATERIAL**

23           5.1 Exercise of Restraint and Care in Designating Material for  
24 Protection. Each Party or Non-Party that designates information or items  
25 for protection under this Order must take care to limit any such designation to  
26 specific material that qualifies under the appropriate standards. The Designating  
27 Party must designate for protection only those parts of material, documents, items,  
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1 or oral or written communications that qualify so that other portions of the  
2 material, documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been made for  
6 an improper purpose (e.g., to unnecessarily encumber the case development  
7 process or to impose unnecessary expenses and burdens on other parties) may  
8 expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that  
10 it designated for protection do not qualify for protection, that Designating Party  
11 must promptly notify all other Parties that it is withdrawing the inapplicable  
12 designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
16 protection under this Order must be clearly so designated before the material is  
17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) For information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
23 contains protected material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for  
27 inspection need not designate them for protection until after the inspecting Party  
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1 has indicated which documents it would like copied and produced. During the  
2 inspection and before the designation, all of the material made available for  
3 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
4 identified the documents, it wants copied and produced, the Producing Party must  
5 determine which documents, or portions thereof, qualify for protection under this  
6 Order. Then, before producing the specified documents, the Producing Party must  
7 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
8 If only a portion or portions of the material on a page qualifies for protection, the  
9 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
10 appropriate markings in the margins).

11 (b) For testimony given in depositions that the Designating Party  
12 identify the Disclosure or Discovery Material on the record, before the close of the  
13 deposition all protected testimony.

14 (c) For information produced in some form other than  
15 documentary and for any other tangible items, that the Producing Party affix in a  
16 prominent place on the exterior of the container or containers in which the  
17 information is stored the legend “CONFIDENTIAL.” If only a portion or portions  
18 of the information warrants protection, the Producing Party, to the extent  
19 practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party’s right to secure protection under this Order for such  
23 material. Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.



1     **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2           6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7           6.3     The burden of persuasion in any such challenge proceeding shall be  
8 on the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15     **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16           7.1     Basic Principles. A Receiving Party may use Protected Material that  
17 is disclosed or produced by another Party or by a Non-Party in connection with  
18 this Action only for prosecuting, defending, or attempting to settle this Action.  
19 Such Protected Material may be disclosed only to the categories of persons and  
20 under the conditions described in this Order. When the Action has been terminated,  
21 a Receiving Party must comply with the provisions of Section 13 below (FINAL  
22 DISPOSITION).

23           Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26           7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless  
27 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
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1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 (a) The Receiving Party’s Outside Counsel of Record in this  
4 Action, as well as employees of said Outside Counsel of Record to whom it is  
5 reasonably necessary to disclose the information for this Action;

6 (b) The officers, directors, and employees (including House  
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
8 this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to  
10 whom disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) The Court and its personnel;

13 (e) Court reporters and their staff;

14 (f) Professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this Action  
16 and who have signed the “Acknowledgment and Agreement to Be Bound”  
17 (Exhibit A);

18 (g) The author or recipient of a document containing the  
19 information or a custodian or other person who otherwise possessed or knew the  
20 information;

21 (h) During their depositions, witnesses, and attorneys for  
22 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)  
23 the deposing party requests that the witness sign the form attached as Exhibit 1  
24 hereto; and (2) they will not be permitted to keep any confidential information  
25 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
26 unless otherwise agreed by the Designating Party or ordered by the Court. Pages  
27 of transcribed deposition testimony or exhibits to depositions that reveal Protected  
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1 Material may be separately bound by the court reporter and may not be disclosed  
2 to anyone except as permitted under this Stipulated Protective Order; and

3 (i) Any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged in settlement  
5 discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) Promptly notify in writing the Designating Party. Such notification  
12 shall include a copy of the subpoena or court order;

13 (b) Promptly notify in writing the party who caused the subpoena or order  
14 to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification shall  
16 include a copy of this Stipulated Protective Order; and

17 (c) Cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served  
20 with the subpoena or court order shall not produce any information designated in  
21 this action as “CONFIDENTIAL” before a determination by the court from which  
22 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful directive from another court.

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1     **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 2     **PRODUCED IN THIS LITIGATION**

3           (a) The terms of this Order are applicable to information produced by a  
 4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 5 produced by Non-Parties in connection with this litigation is protected by the  
 6 remedies and relief provided by this Order. Nothing in these provisions should be  
 7 construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to  
 9 produce a Non-Party’s confidential information in its possession, and the Party is  
 10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 11 confidential information, then the Party shall:

12               (1) Promptly notify in writing the Requesting Party and the Non-  
 13 Party that some or all of the information requested is subject to a confidentiality  
 14 agreement with a Non-Party;

15               (2) Promptly provide the Non-Party with a copy of the Stipulated  
 16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 17 specific description of the information requested; and

18               (3) Make the information requested available for inspection by the  
 19 Non-Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within  
 21 14 days of receiving the notice and accompanying information, the Receiving  
 22 Party may produce the Non-Party’s confidential information responsive to the  
 23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
 24 Party shall not produce any information in its possession or control that is subject  
 25 to the confidentiality agreement with the Non-Party before a determination by the  
 26 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
 27 and expense of seeking protection in this court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
7 the person or persons to whom unauthorized disclosures were made of all the terms  
8 of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
10 A.

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
12 **OTHERWISE PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other  
15 protection, the obligations of the Receiving Parties are those set forth in Federal  
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
17 whatever procedure may be established in an e-discovery order that provides for  
18 production without prior privilege review. Pursuant to Federal Rule of Evidence  
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
20 of a communication or information covered by the attorney-client privilege or  
21 work product protection, the parties may incorporate their agreement in the  
22 Stipulated Protective Order submitted to the Court.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
25 any person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
27 Protective Order, no Party waives any right it otherwise would have to object to  
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1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any  
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
7 may only be filed under seal pursuant to a court order authorizing the sealing of  
8 the specific Protected Material at issue. If a Party's request to file Protected  
9 Material under seal is denied by the court, then the Receiving Party may file the  
10 information in the public record unless otherwise instructed by the Court.

### 11 **13. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in Section 4, within  
13 sixty (60) days of a written request by the Designating Party, each Receiving Party  
14 must return all Protected Material to the Producing Party or destroy such material.  
15 As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
16 compilations, summaries, and any other format reproducing or capturing any of  
17 the Protected Material. Whether the Protected Material is returned or destroyed,  
18 the Receiving Party must submit a written certification to the Producing Party  
19 (and, if not the same person or entity, to the Designating Party) by the 60 day  
20 deadline that (1) identifies (by category, where appropriate) all the Protected  
21 Material that was returned or destroyed and (2) affirms that the Receiving Party  
22 has not retained any copies, abstracts, compilations, summaries or any other format  
23 reproducing or capturing any of the Protected Material. Notwithstanding this  
24 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
25 papers, trial, deposition, and hearing transcripts, legal memoranda,  
26 correspondence, deposition and trial exhibits, expert reports, attorney work  
27 product, and consultant and expert work product, even if such materials contain  
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1 Protected Material. Any such archival copies that contain or constitute Protected  
2 Material remain subject to this Protective Order as set forth in Section 4  
3 (DURATION).

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1 **14. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

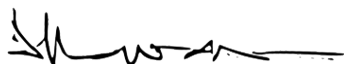
5  
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7  
8 DATED: November 22, 202 /s/ Danielle R. Pena  
9 Danielle R. Pena, Esq.  
10 James S. Terrell, Esq.  
11 Sharon J. Brunner, Esq.  
12 Attorneys for Plaintiffs

13 DATED: November 22, 2023 /s/ Jacob M. Ramirez  
14 Jacob M. Ramirez, Esq.  
15 Deputy County Counsel  
16 Attorney for Defendants

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19 DATED: 12/27/2023

20   
21 HONORABLE SHASHI H. KEWALRAMANI  
22 United States Magistrate Judge  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issue by the United States District Court for the Central District of California  
 on \_\_\_\_\_ [Date] in the case of *xy*. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of  
 this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms  
 of this Stipulated Protective Order, even if such enforcement proceedings occur  
 after termination of this action. I hereby appoint \_\_\_\_\_  
 [print or type full name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_